

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

IN RE: APPROVING AGREEMENT BETWEEN)
LEWIS COUNTY AND THE CITY OF MORTON)
FOR SHORELINE PLANNING SERVICES)

RESOLUTION NO. 05-071

WHEREAS, an Interlocal Agreement has been prepared between Lewis County and the City of Morton for Shoreline Planning Services (Attached as Exhibit A); and,


WHEREAS, the Board of Lewis County Commissioners has had an opportunity to review the Interlocal Agreement; and,

WHEREAS, it appears to be in the best public interest to authorize this Interlocal Agreement with the City of Morton; NOW THEREFORE

BE IT RESOLVED that this Interlocal Agreement between Lewis County and the City of Morton is hereby approved and the Board of County Commissioners is authorized to sign the Agreement on behalf of Lewis County.

DONE IN OPEN SESSION this 24 day of February, 2003.

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:

Jeremy Randolph, Prosecuting Attorney


By: Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON


Chairman


Member


Member

EXHIBIT A

PLANNING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 24 day of February, 2003, by and between **LEWIS COUNTY, WASHINGTON**, a municipal corporation, herein called County, and **CITY OF MORTON, WASHINGTON**, a municipal corporation, herein called City.

WITNESSETH:

WHEREAS, City desires to continue its planning and community development efforts by employing professional planning employees, and

WHEREAS, County's Community Development Department has the capability of providing planning services for City, and

WHEREAS, City finds it reasonable, efficient and desirable to contract for professional planning services with County, **NOW, THEREFORE**

For and in consideration of the mutual provisions and covenants herein contained, and other valuable consideration, the parties hereto agree:

1. Scope of Work and Services. County will provide certain planning services for City, those services will include:

- A. Administration and review of all applications for Shoreline Management Permits and recommend to the Planning Commission, Board of Adjustment and/or City Council the action to be taken on the same;

2. Staff. The County official responsible for the daily supervision of the services set forth herein shall be the Director of the Lewis County Community Development Department. Any and all staff assignments relative to said services shall be made by said Director. In furnishing said services, County will provide all salaries and personnel benefits; telephone, normal postage, and similar means of communications; routine reproduction and copying for planning purposes; office space and normal overhead for the same, such as heat, lights, and custodial services; means of travel and subsistence, such as availability of an automobile; and appropriate and applicable conference fees which the County will be reimbursed for as indicated in item number 4 below. The county will also be responsible for:

- A. All meeting notices, and required publications;
- B. Setting dates for hearings and meetings and notifying the City at least two weeks prior to the date;
- C. Making and maintaining the public record of all hearings and meetings;

4. Costs and Payment. City shall reimburse County all costs for all services performed under this Agreement. County shall bill City for all costs at the end of each calendar quarter according to the following billing system:

- A. All fees in accordance with the Lewis County fee schedule, and successive fee schedules, fees associated additional permits requirements with said permit, such as the Critical Areas and Resource Land;
- B. All other expenses, such as telephone, travel and subsistence, copying, postage, and office supplies shall be billed at cost.
- C. City shall pay the cost of publication of all notices required to be published, the reproduction and copying of plans and documents in large quantity and special mailing costs relating to services to be performed under this Agreement.

5. Term. This Agreement shall be effective on the ____ day of _____, 2003, and shall remain in full force and effect until terminated as indicated in item number 6 below.

6. Termination. Either party may terminate this Agreement by providing the non-terminating party with written notice of such termination not less than thirty (30) days prior to the effective date of such termination.

7. Indemnity. City hereby agrees to hold and save County harmless from any liability occasioned by the providing of planning services hereunder, and shall process and defend at the City's own expense, all claims, demands or suits at law or equity of whatever kind or nature brought against either of the parties arising from County's performance or failure to perform the provisions of this Agreement.

8. Amendment. The terms of this Agreement, including compensation, may be amended or renegotiated in writing by agreement of the parties hereto.

EXECUTED IN DUPLICATE on the date and year first above written.

CITY OF MORTON, WASHINGTON
A municipal corporation

ATTEST


City Clerk/Treasurer

By:  1/27/03

ATTEST:


Chairman

BOARD OF COUNTY COMMISSIONERS,
LEWIS COUNTY, WASHINGTON


Chairman